

TERMS OF USE

Last Revised: April 24, 2020

The following terms and conditions (the “Terms of Use”) constitute a binding agreement between you and Unyte Health US Inc. d/b/a Integrated Listening Systems (“Unyte-iLs,” “we,” or “us”) with respect to your use of www.integratedlistening.com (the “Site”), use of my.unyte.com (the “Dashboard”) or use of our mobile application (“Application”), and the services available on such platforms (collectively, the “Services”), including any Content (as defined in Section 2 below). **BY ACCESSING OR USING THE SERVICES IN ANY MANNER (WHETHER AUTOMATED OR OTHERWISE), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE AND OUR PRIVACY POLICY (<https://integratedlistening.com/about-ils/privacy-policy/>), WHICH IS INCORPORATED HEREIN BY REFERENCE, AND (B) AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE). IF YOU DO NOT AGREE TO THESE TERMS OF USE OR OUR PRIVACY POLICY, DO NOT USE THE SERVICES.**

THESE TERMS OF USE ALSO INCLUDES A JURY TRIAL WAIVER.

- 1. Changes to Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. If we make a material change to these Terms of Use, we will provide you with notice as appropriate under the circumstances (for example, displaying a notice on the Site). The date these Terms of Use were last updated is set forth at the top of this page. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes.
- 2. Scope of and Restrictions on Use.** Subject to these Terms of Use, Unyte-iLs grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to (a) access and use the Services for your personal, non-commercial use or legitimate business purposes, including any graphics, text, instructions, images, audio files and/or other sounds, videos, and other materials you may view on, access through, or are otherwise related to the Services (collectively, the “Content”), and (b) download and install the Application on mobile devices owned or otherwise controlled by you (each, a “Mobile Device”). Except as otherwise provided in these Terms of Use, the Content may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose, without the express written permission of Unyte-iLs. You agree not to:
 - collect information from the Services using an automated software tool or manually on a mass basis;
 - use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
 - obtain, or attempt to obtain, access to areas of the Site, the dashboard or an Application or our systems that are not intended for access by you;

- “flood” the Services with requests or otherwise overburden, disrupt, or harm the Services or our systems;
- restrict or inhibit other users from accessing or using the Services;
- modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Site, the dashboard or an Application or in the Content; or
- access or use the Services or Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

If you download the Application, you further agree not to:

- copy the Application (except to install it on your Mobile Devices);
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application or any features or functionality of the Application to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time (unless such activity is explicitly authorized by, and you have accepted, our Customer Terms of Service); or
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

3. **Ownership.** The Services (including the Content) are owned by Unyte-iLs and its licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed on the Site and/or any Application are registered and unregistered marks of Unyte-iLs and its licensors. The Application is licensed, not sold, to you. You acknowledge and agree that, as between you and Unyte-iLs, Unyte-iLs is and shall remain the sole owner of the Services and the Content, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.
4. **Account Registration and Security.** Access to and use of certain Services may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You may not share your account with anyone or allow anyone else to access or use your account, other than your parents or legal guardians who have rights to access and manage your account if you are a minor. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify Unyte-iLs of any unauthorized use of your account, or any

other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.

5. **Electronic Communications.** The communications between you and Unyte-iLs via the Services use electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
6. **Customer Terms of Service.** All purchases made through the Services or other transactions for the sale of products or services formed through the Services are governed by our Customer Terms of Service (<https://integratedlistening.com/about-ils/terms-of-service>).
7. **Privacy Policy.** You acknowledge and agree that all information collected by Unyte-iLs is subject to our Privacy Policy (<https://integratedlistening.com/about-ils/privacy-policy>). By using the Services, you consent to all actions we take with respect to your information in compliance with our Privacy Policy.
8. **Application Updates.** Unyte-iLs may, from time to time in its sole discretion, develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, “Updates”). Updates may also modify or delete in their entirety certain features and functionality of the Services. You agree that Unyte-iLs has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Services. Based on your Mobile Device settings, when your Mobile Device is connected to the Internet, either (a) an Application will automatically download and install all available Updates, or (b) you may receive notice of or be prompted to download and install available Updates. You agree to promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and will be subject to these Terms of Use.
9. **Change and Suspension.**
 - 9.1. Changes to the Services. Unyte-iLs reserves the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof (including any Content) at any time. You agree that Unyte-iLs will not be liable to you or to any third party for any such change, suspension, or discontinuance.
 - 9.2. Suspension/Termination of Access. Unyte-iLs has the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof if you violate these Terms of Use. In the event that we suspend or terminate your access to the Services, you will continue to be bound by the Terms of Use that were in effect as of the date of your suspension or termination.

10. Disclaimer; Limitation of Liability.

10.1. Disclaimer of Warranties. THE SERVICES, THE APPLICATION AND THE CONTENT ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, AND UNYTE-ILS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER UNYTE-ILS NOR ANY PERSON ASSOCIATED WITH UNYTE-ILS MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES, THE APPLICATION OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER UNYTE-ILS NOR ANYONE ASSOCIATED WITH UNYTE-ILS REPRESENTS OR WARRANTS THAT THE SERVICES, THE APPLICATION OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, THE APPLICATION, CONTENT, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES, THE APPLICATION OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

10.2. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UNYTE-ILS OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, THE APPLICATION OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE. USE OF THE SERVICES AND THE APPLICATION IS AT YOUR SOLE RISK.

10.3. Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 10 may not apply to you.

11. Indemnification. You agree to indemnify, defend, and hold Unyte-iLs and its officers, directors, employees, agents, licensors, and service providers harmless from and against

any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Services, Application and/or any Content, or any violation of these Terms of Use or applicable law. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Use.

- 12. Third-Party Materials.** The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third-Party Materials"). You acknowledge and agree that Unyte-iLs is not responsible for any Third-Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. Unyte-iLs does not assume and will not have any liability to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.
- 13. Third-Party Platforms.** Unyte-iLs may provide the Services to you through third-party websites, operating systems, platforms, and portals (collectively, "Third-Party Platforms"). Additional terms and conditions may apply to you with respect to your use of Third-Party Platforms, which are not under Unyte-iLs' control. Unyte-iLs does not assume any responsibility or liability for your use of such Third-Party Platforms.
- 14. Notice Regarding Apple.** The following additional terms and conditions apply to use of the Application on an Apple, Inc. ("Apple") iOS-powered Mobile Device. You and Unyte-iLs acknowledge that these Terms of Use are concluded between you and Unyte-iLs only, and not with Apple, and Apple is not responsible for the Application or the Content thereof. You agree that your license to use the Application is limited to the Apple iOS Mobile Device that you own or control and that your use of the Application shall be subject to the usage rules set forth in Apple's then-current App Store Terms of Service. You and Unyte-iLs acknowledge that Apple shall have no obligation to provide maintenance and support services with respect to the Application. In the event of any failure of the Application to conform to any applicable warranty, you may contact Apple and Apple will refund to you any purchase price for the Application made to Apple. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and Apple will not be responsible for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Application to conform to any applicable warranty. Please note that we have disclaimed all warranties with respect to the Application - see Section 10.1 (Disclaimer of Warranties). You and we acknowledge that Apple shall have no responsibility for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy or similar legislation. If a third party

claims that the Application or your possession and use of the Application infringes a third party's intellectual property rights, Apple is not responsible for the investigation defense, settlement or discharge of any such intellectual property infringement claim. You represent and warrant that you are not located in a country that is subject to a United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and that you are not listed on any United States government list of prohibited or restricted parties. Unyte-iLs' contact information for any questions, complaints or claims with respect to the Application is set forth in Section 18 below. You agree to comply with all applicable third-party terms of agreement when using the Application. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use. Upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof.

15. Linking to the Site. You may link to the Site's homepage, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link from any website that is not owned by, or properly licensed to, you. The Site must not be framed on any other website, nor may you create a link to any part of the Site other than the homepage. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

16. Miscellaneous.

16.1. Submitted Ideas. While we appreciate your interest in the Services and our business, Unyte-iLs does not want and cannot accept any ideas or information users consider confidential and/or proprietary. This is to avoid the possibility of future misunderstandings when projects independently developed by or on behalf of Unyte-iLs might seem to others to be similar to users' own creative ideas, suggestions, and/or materials. Except with respect to your personal information as expressly provided for in our Privacy Policy (<https://integratedlistening.com/about-ils/privacy-policy>), all comments, suggestions, ideas, drawings, concepts, or other information or materials disclosed or offered to us by you via the Services or in response to solicitations on the Site, the Platform or any Application shall be deemed to be non-confidential and non-proprietary.

16.2. Governing Law; Jurisdiction and Venue. These Terms of Use and any dispute or claim arising out of or related to these Terms of Use, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Colorado, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of Colorado.

- 16.3. Jury Trial and Class Action Waiver. YOU AND UNYTE-ILS EACH UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL. THIS MEANS THAT ANY CLAIM WOULD BE DECIDED BY A JUDGE, NOT A JURY. FURTHER, WITH RESPECT TO ANY CLAIM THAT PROCEEDS IN A COURT, YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING.
- 16.4. Waiver and Severability. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Use will continue in full force and effect.
- 16.5. Entire Agreement. These Terms of Use, including our Privacy Policy (<https://integratedlistening.com/about-ils/privacy-policy>) and Customer Terms of Service (<https://integratedlistening.com/about-ils/terms-of-service>) constitute the sole and entire agreement between you and Unyte-iLs with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
17. **Notice to California Residents**. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.
18. **Questions**. If you have any questions about the Services or these Terms of Use, please contact:

Customer Service
Integrated Listening Systems
2821 S. Parker Road
Suite 800
Aurora, CO 80014
303-741-4544
contact@integratedlistening.com